LIBEL AND SLANDER—PRIVILEGED COMMUNICATIONS—STATEMENT AS TO CREDIT PUBLISHED TO MEMBERS OF MERCHANTS' PROTECTIVE ASSOCIATION.—The Perry Merchants' Protective Association was declared in its constitution and by-laws to be organized for the protection of its members against "those who live on the confidence of humanity, and against loss by reason of extension of credit to those unworthy of trust." The defendant caused to be published among the other members the name of the plaintiff as one who had failed to pay his account. The plaintiff sued for libel, claiming that the publication by innuendo charged him with belonging to the objectionable classes mentioned. *Held,* that the innuendo was not supported by the communication, since the latter related merely to the plaintiff's financial ability; and that the communication to other members of facts regarding such ability was privileged. *Putnal v. Inman* (1918, Fla.) 80 So. 316.

A publication as to the financial stability of possible customers made by an association of traders—or others interested in extending credit—in order to protect its members, may be privileged. *Woodhouse v. Powles* (1906) 43 Wash. 617, 86 Pac. 1063; *Barr v. Musselbrugh Merchants' Assn.* (1912, Ct. Sess.) 49 Sc. L. R. 102; *McDonald v. Lee* (1914) 246 Pa. 253, 92 Atl. 135. But where the purpose is to coerce payment of old debts—which may be in dispute—there is, very properly, no privilege. *Masters v. Lee* (1894) 39 Neb. 574, 58 N. W. 222. The association's agreement often helps to determine into which class a given publication falls. See *Weston v. Barnicoat* (1900) 175 Mass. 454, 56 N. E. 619 (no sales to be made to a reported delinquent until payment; publication libelous); *Reynolds v. Plumbers' Assn.* (1902) 169 N. Y. 614, 62 N. E. 1100 (delinquent to be made to pay cash before delivery; publication privileged). The principal case is clearly sound in finding privilege, where the agreement was simply that if a member gave credit to a delinquent he would assume the latter's debts to other members. In determining the extent of the innuendo, and so the character of the publication, the courts are also guided by the apparent purpose of such publication. See *Muetze v. Tuteur* (1890) 77 Wis. 236, 46 N. W. 123; *State v. Armstrong* (1891) 106 Mo. 395, 16 S. W. 604 (bad debt collection agency; held to impute dishonesty as well as failure to pay). Or by the manner of it. See *Thompson v. Adelberg & Berman* (1918, Ky.) 205 S. W. 558 (placarding debtor's dwelling; libel); *Muetze v. Tuteur, supra; State v. Armstrong, supra* (blatant envelopes: "Bad Debt Collection Agency"; libel). Or even by the presence or lack of mutuality of interest between publisher and publishee. So *McDonald v. Lee, supra.* But falsity would seem to suffice in itself to make the publication libelous. *Werner v. Vogeli* (1901) 10 Kan. App. 536, 63 Pac. 607. There has been some tendency to protect traders very rigorously, making any imputation of failure to pay their debts libel *per se.* See *Fry v. McCord* (1895) 95 Tenn. 678, 33 S. W. 568. But this tendency seems to be yielding to-day to the desirability of sounder credit extension; *cf.* in this connection also the modern American doctrine on mercantile agency reports: 12 Am. & Eng. Ann. Cas. 149, note.

LIBEL AND SLANDER—PRIVILEGE OF COUNSEL IN PARDON HEARING.—The plaintiff was instrumental in securing the conviction of the defendant's client on a charge of abortion. In a hearing before the Governor for a pardon, the defendant attacked the character of the plaintiff. The plaintiff brought an action for libel and the defendant claimed an absolute privilege as counsel. *Held,* that the defendant's privilege was qualified as the proceeding was not strictly judicial. *Andrews v. Gardiner* (1918, N. Y.) 121 N. E. 341.

The prevailing rule in the United States extends to attorneys conducting judicial proceedings an absolute immunity from liability in libel and slander for words, otherwise defamatory, published in the course of such proceedings, pro-